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of the proprietors and perhaps neither is in actual possession, is sufficient to establish that line as a true division line if known and claimed by both proprietors. *Brown v. Edson*, 23 Vt. 435. *Hubbard v. Stearns*, 86 Ill. 35, held that where two proprietors of adjoining lots acquiesced for twenty years in a certain fence as a boundary which was supposed by them to be the true boundary it was immaterial whether it was the true boundary or not, as by the limitation law it would be a conclusive presumption that it was the true line. To support this doctrine is a statement by Greenleaf: "So possession of land for the length of time mentioned in the statutes of limitation under a claim of absolute title, and ownership, constitutes against all persons but the sovereign, a conclusive presumption of a legal grant." *Greenleaf on Evidence*, Vol. I, Chapter IV, Section 16.

BROKERS—COMMISSIONS—SALE EFFECTED WITHOUT THEIR AID.—ETTINGHOFF ET AL. V. HOROWITZ, 100 N. Y. SUPP. 1002.—*Held*, that brokers were not entitled to a commission for procuring a customer for their principal's real estate, where he sold the premises to another before they produced their customer. Hooker, J., *dissenting*.

The above holding has followed the principle laid down in *McClure v. Paine*, 49 N. Y. 563. But in *Gaty v. Sack*, 19 Mo. 471, it was held that notice of the rescission of the broker's contract by the employer must be given before the broker performs; and where the principal made improvements on property apparently inconsistent with the continuance of the agency to sell, such acts did not constitute revocation, *Lloyd v. Mathews*, 51 N. Y. 124; also where plaintiff, a broker, sold stock for a savings bank, as directed by its president, and the president, during the agency, sold the stock, the bank was held liable, *Listare v. Best*, 11 Hun. 611. However, the greater weight of authority seems to be that a broker's agency is revocable without notice unless coupled with an interest in the subject-matter of the sale or entered into by reason of a valuable consideration. *Brown v. Pfarr*, 38 Colo. 550.

CONTRACTS—CONSTRUCTION.—GROTHE V. LANE, 110 N. W. 305 (NEB.).—*Held*, that a contract should be construed to give effect to the intention of the contracting parties, keeping in mind the situation of the parties, the property which is the subject-matter of the contract, and the use to which it is being applied.

Contracts should be so construed as to give effect to the intention of the parties, and where the intention is sufficiently apparent, effect should be given to it, even if it is not in harmony with the words used; for greater regard is to be had for a clear intent, than the words used to express the intent. *Walker v. Douglas*, 70 Ill. 445. In construing a contract, the surrounding circumstances must be taken into consideration. *Mobile, Montgomery Ry. Co. v. Jurey*, 111 U. S. 584; *Roberts v. Bonaparte*, 73 Md. 191. In the construction of a contract, the intention of the parties must govern, and to ascertain that intention regard must be had to the nature of the instrument itself, the condition of the parties executing it, and the object they had in view. *Strong v. Gregory*, 19 Ala. 146; *Montgomery v. Fireman's Ins. Co.*, 55 Ky. 427. But where the words are capable of one meaning the contracts are to be administered according to the terms set forth therein. *Mudgett v. U. S.* 9 Ct. Cl. 467.

CRIMINAL LAW—REASONABLE DOUBT.—STATE V. UZZO, 65 ATL. (DEL.) 775.—*Held*, that in a criminal prosecution, defendant is presumed to be